

1 BILL NO. S-83-12- 49

2 SPECIAL ORDINANCE NO. S- 0484

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
through its Board of Public Works  
5 and Huguenard/Schenkel, Inc., for  
Res. #5996-83, Tree Planting,  
Central Business District.

6  
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

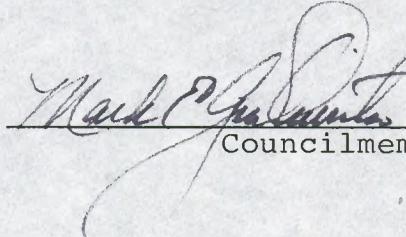
9 SECTION 1. The annexed Contract, made a part hereof,  
10 by the City of Fort Wayne by and through its Board of Public  
11 Works and Huguenard/Schenkel, Inc., for Res. #5996-83, Tree Plant-  
12 ing, Central Business District, is hereby ratified, and affirmed  
13 and approved in all respects. The work under said Contract  
14 requires:

15 improving various sites within the vicinity  
16 of the Central Business District by planting  
trees in sites designated by the Community  
17 Development & Planning Department, Urban  
Design Staff;

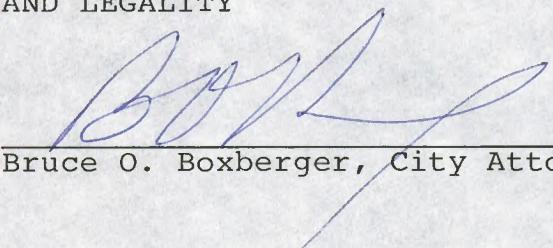
18 the Contract price is Eighteen Thousand Two Hundred Thirty-Eight  
19 and No/100 Dollars (\$18,238.00).

20 SECTION 2. Prior Approval was received from Council  
21 with respect to this Contract on October 11, 1983. Two (2) copies  
22 of the Contract attached hereto are on file with the City Clerk,  
23 and are available for public inspection.

24 SECTION 3. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27  
28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by GiaQuinta, seconded by Selma, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 12-27-83, the 19 day of December, o'clock 10.M., E.S.

DATE: 12-27-83

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Selma, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 1-10-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) — (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 104-84  
on the 10th day of January, 1984.

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Barry A. Elback  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 11th day of January, 1984,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of Jan.,  
1984, at the hour of 12:30 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

# CONTRACT

This Agreement, made and entered into this 14<sup>th</sup> day of December 1983

by and between Huguenard/Schenkel, Incorporated

2100 Goshen Road, Suite 214, Fort Wayne, IN 46808

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City" under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve various sites within the vicinity of the Central Business District by planting trees in sites designated by the Community Development & Planning Department, Urban Design staff.

as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5996-83 and at the following unit prices:

Clump form Greenspire Linden 8'	One hundred forty four dollars	\$144.00
Planted per detail L-1	and no cents each	
Skyline Honeylocust 3½"	Two hundred fifty nine dollars	\$259.00
Planted per detail L-5	and no cents each	
Redmond Linden 4"	Three hundred thirty six dollars	\$336.00
Planted per detail L-5	and no cents each	
Greenspire Linden 4"	Four hundred sixty seven dollars	\$467.00
Planted per detail L-5	and no cents each	
Total Eighteen thousand, two hundred and thirty-eight dollars and no cents		\$18,238.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. C-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5996-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Dec. 1, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \* for each and every day after said

\*See Liquidated Damages Provision  
December 1, 1983 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 14<sup>th</sup> 83  
day of December, 1983

ATTEST:

Elizabeth H. Schenkel  
Corporate Secretary

Huguenard/Schenkel, Inc.

BY: William L. Schenkel

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Betty R. Collins  
Jack Helman Jr.  
Edwin H.  
Its Board of Public Works and Mayor.

ATTEST:

Alex O. Gackenbach  
Secretary and Clerk

First original

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Huguenard/Schenkel, Inc.

(Name of Contractor)

2100 Goshen Road, Suite 214, Fort Wayne, IN 46808

(Address)

Corporation

, hereinafter called Principal,

(Corporation, Partnership or Individual)

and RELIANCE INSURANCE COMPANY, Philadelphia, PA

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Eighteen thousand, two hundred, thirty-eight dollars & no/100----- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 14<sup>th</sup> day of December, 19<sup>83</sup>, for the construction of:

Resolution No. 5996-83

Improve various sites within the vicinity of the Central Business District by planting trees in sites designated by the Community Development and Planning Department, Urban Design Staff.

at a cost of Eighteen thousand two hundred thirty eight dollars and no cents-----  
(\$18,238.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

AGREED, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-  
(number)  
parts, each one of which shall be deemed an original, this 2nd day of  
November, 1983.

(SEAL)

ATTEST:

Elizabeth H Schenkel  
(Principal) Secretary

Jean S. Huguenard  
Witness as to Principal  
4527 Redstone Ct.  
(Address)

Ft. Wayne, In.

Huguenard/Schenkel, Inc.

Principal

BY William F. Schenkel  
President  
(Title)

2100 Goshen Rd. Ft Wayne In  
(Address)

RELIANCE INSURANCE COMPANY

Surety  
BY Lois L. Harter  
Attorney-in-Fact Lois L. Harter  
(Authorized Agent)

Philadelphia, Pennsylvania

(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

KNOW ALL MEN BY THESE PRESENTS, that we Huguenard/Schenkel, Inc.  
as Principal, and the Reliance Insurance Company  
Philadelphia, Pennsylvania, a corporation organized under the laws of the  
State of Pennsylvania, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of Eighteen thousand, two  
hundred, thirty eight dollars and no cents-----  
(\$ 18,238.00-----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 2nd day of November, 1983,  
enter into a contract with the City of Fort Wayne to construct

Resolution 5996-83

Improve various sites within the vicinity of the Central Business District by planting trees  
in sites designated by the Community Development and Planning Department, Urban Design Staff.

at a cost of \$18,238.00-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;  
Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
completion.

to said Surety, for value received, hereby stipulates as follows: Any change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall, ~~per the terms of the specifications~~ ~~for three (3) years after acceptance of said improvement by City~~ warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

Huguenard/Schenkel, Inc.  
(Contractor)

BY: William Schenkel  
ITS: President

ATTEST:

Susan J. House  
(Title)

RELIANCE INSURANCE COMPANY  
Surety

\*BY: Lois L. Harter  
Authorized Agent Lois L. Harter  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

BILL NO. S-83-12-49

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and Huguenard/Schenkel, Inc., for  
Res. #5996-83, Tree Planting, Central Business District

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

Mark Giacinta  
James Stier

Janet G. Bradbury  
Thomas C. Henry

DJS

*Concurred  
in 1-10-84*

*Sandra F. Kennedy*

TITLE OF ORDINANCE Contract for Res. #5996-83, Tree Planting, Central Business District

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

J-83-12-49

SYNOPSIS OF ORDINANCE The contract for Res. 5996-83 is for improving various sites within the vicinity of the Central Business District by planting trees in sites designated by the Community Development & Planning Department, Urban Design Staff. Huguenard/Schein Contractor.

PRIOR APPROVAL RECEIVED on Oct. 11/83

EFFECT OF PASSAGE Improvement of Central Business District by planting trees.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$18,238.00

ASSIGNED TO COMMITTEE